

campaigns and activities to determine effectiveness in achieving desired goals, objectives and outcomes;

- Using methods established by mutual agreement between the SOS and the Contractor, to calculate and report, if requested and approved by SOS, the earned media value for all publicity generated;
- In addition to conducting long term planning to ensure a successful project, the Contractor must effectively address unexpected or unforeseen communication issues, opportunities and needs with regard to voter education issues as requested or identified by SOS, and have budget contingencies for such issues and needs; and
- Develop and produce four (4) copies of a final report that summarizes the overall voter education and outreach project, including summaries of research, overall project concept, copies (or storyboards) of all final ads and final project materials, media placement, added value media, event summaries, telethon summaries and partnership activities.

Additionally, the Contractor shall:

- Adhere to the SOS Terms and Conditions identified in this solicitation including (without limitation) any portion of the "Contract" as defined in this solicitation or its attachments;
- Provide all labor, materials and equipment necessary to meet requirements of the specified services throughout the term of the Contract;
- Promptly notify SOS in writing of events which have a significant impact on Contractor production, including:
 - Problems, delays or adverse conditions which will prevent the meeting of time or work schedules;
 - Favorable developments which will enable meeting time or work schedules sooner than anticipated; and
 - Provide project briefings upon request.

1.5.2 General Personnel Requirements

The proposer shall have a Project Manager whose primary responsibility shall be the day-to-day operation of the service in accordance with the requirements of the Contract arising out of this RFP:

- Proposer shall utilize permanent staff members;
- Proposer's personnel shall effectively communicate orally and in writing; and
- Refer to Section 3.6, Experience and Capability.

1.5.3 Additional Service Requirements

The Contractor shall:

- Have the ability to begin work on this project within 15 days of award of the purchase order or on the agreed upon date between SOS and the Contractor;
- Recommend and develop strategies to most effectively achieve desired results through the creation of marketing, advertising and public information campaigns, initiatives and activities;
- Provide professional marketing, advertising and communications services to implement strategies and assist SOS in managing communication issues as they arise;
- Develop targeted information campaigns and activities consistent with the Help America Vote Act of 2002. Applicable marketing, advertising and public information services may include, but not be limited to determining appropriate goals, objectives and strategies for achieving desired outcomes, including identifying concepts, messages, target audiences, activities, rationale and justification for activities, research needs, evaluation processes and measurements, media markets, and all other activities associated with the recommended strategies; and
- When appropriate, and as required by SOS, the Contractor shall coordinate activities with county election officials, other SOS contracted firms, other state agencies, election advisory committees, and local, regional and state-wide election associations and organizations involved with or affected by services provided under this contract.

1.5.4 SOS Responsibilities

SOS will provide management oversight and written advance approval of all work projects performed by the Contractor and its subcontractors including, but not limited to, release or implementation of any material developed. SOS will provide specific outline of duties with billing instructions per activity prior to activity being undertaken.

SOS will schedule meetings with the Contractor to monitor progress of work.

SOS will provide advance written approval or disapproval of Contractor's key personnel assigned to the Voter Education and Outreach Program, including any personnel changes.

SOS will evaluate all Contractor services and work products for quality and compliance with the applicable contract requirements.

1.6 PROPOSAL EVALUATION AND CONTRACT AWARD

The SOS will conduct a fair, comprehensive and impartial evaluation of all proposals received in response to this RFP using an evaluation committee, and final decision-making authority with respect to the selection of a Contractor rests with the Secretary of State. The evaluation committee will be selected by the Secretary of State and may consist of SOS employees or outside individuals with expertise in particular areas. SOS's General Counsel, other in-house legal counsel, and outside legal counsel may assist by advising the evaluation committee or sitting on the committee at the request of the Secretary of State.

Each member of the evaluation committee will conduct an independent review of each proposal submitted. All persons involved in this RFP process will sign a non-disclosure statement. The evaluation committee will make a recommendation based on the procedures set forth in Section 4.2 of this RFP to the Secretary of State concerning its belief which proposers merit further consideration. Selected proposer(s) may be requested to perform oral presentations, as more fully set forth below in Section 1.7 of this RFP. SOS may request some or all proposers to make one or more oral presentations.

SOS may request clarification of information or representations in a proposal before completing the initial evaluation. Refer to Page 1 regarding proposer responses to inquiries and requests.

1.7 ORAL PRESENTATIONS

Proposers may be required to make one or more oral presentations. Proposers must be prepared to be available for such a presentation(s), if requested.

Each Proposer invited to make an oral presentation will be allowed one hour for the presentation, and an additional one half-hour will be provided for questions from SOS. A schedule will be provided to proposers making an oral presentation giving the exact time of each stage of presentation.

The order of participation in oral presentations will be determined at random. Oral presentations must substantially represent material included in the original written proposal, with emphasis placed on the creative response aspects of the proposed solution.

Members of the evaluation committee, the Secretary of State and other individuals selected by SOS may be present during the oral presentations. Oral Presentations will be held at the offices of the Office of Secretary of State in Austin, Texas. A total of four (4) individuals representing a proposer will be allowed during a presentation.

SECTION TWO GENERAL INSTRUCTIONS AND STANDARD PROPOSAL REQUIREMENTS

All proposals in response to this request must meet the following conditions in order to be considered. Failure to meet these conditions shall result in disqualification of proposal and the proposal shall receive no further consideration.

2.1 NOTICE OF INTENT TO SUBMIT A PROPOSAL; PROPOSAL SUBMISSION; DATE, AND TIME

WITHOUT EXCEPTION:

- NOTICE OF INTENT TO SUBMIT A PROPOSAL FROM PROPOSERS MUST BE RECEIVED BY SOS PURCHASING DEPARTMENT BY 5:00 P.M., OCTOBER 17, 2011 IN AUSTIN, TEXAS; AND
- PROPOSALS MUST BE RECEIVED BY SOS PURCHASING DEPARTMENT BY 5:00 P.M., NOVEMBER 9, 2011 IN AUSTIN, TEXAS.

A form of the Notice of Intent to Submit a Proposal is included as Attachment A attached hereto.

Proposals must be submitted with the proposer's name, RFP number and proposal due date prominently visible on the packaging. If multiple packages are used, the proposer should indicate on each package "___ of ___."

Facsimile transmissions (FAX) of proposals will not be accepted under any circumstances.

Proposer must sign the "Execution of Offer, Affirmation of Terms and Conditions, and Proposal Preferences" instrument, included as Attachment B hereto. By signing, the Proposer or the Proposer's legally authorized agent affirms that all statements within the proposal are true and correct. Discovery of any false statement in the proposal is a material breach and shall void the submitted proposal or any resulting contracts.

2.1.1 Receipt of Proposals

To be eligible to be considered for funding, proposals must be received in the SOS Purchasing Department on or before November 9, 2011 at 5:00 p.m. local time, Austin, Texas, as set forth above. In establishing the time and date of receipt, the SOS will rely solely on the time/date stamp/signature of the Purchasing Department.

2.1.2 Method of Submittal

Regardless of the method of submitting the proposal (i.e., United States Postal Service, United Parcel Service, Federal Express, or any other delivery service), the proposal must be received in the SOS Purchasing Department by 5:00 PM local time, Austin, Texas on or before November 9, 2011 in order to be considered.

SOS will not accept a United States Postal Service postmark and/or round validation stamp, mail receipt with the date of mailing stamped by the United States Postal Service, a dated shipping label, invoice or receipt from a commercial carrier, or any other documentation as proof of receipt of any proposal. Proposers are advised that SOS assumes no responsibility, due to any circumstances, for the receipt of a proposal after the due date of November 9, 2011, as set forth above.

2.1.3 SOS Purchasing Department

SOS Purchasing Department is open Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding state holidays. SOS Purchasing Department is located in Suite 405 of the Rudder Building, 1019 Brazos Street, Austin, TX 78701.

The mailing address is:

Office of Secretary of State
Purchasing Department
James E. Rudder Building, Suite 405
1019 Brazos Street
Austin, TX 78701-2413
Attn: Mary Jon Urban
Email: RFP#12111@sos.state.tx.us

2.1.4 Number of Copies of Proposal

One (1) original copy of the proposal (marked "ORIGINAL") and five (5) copies of the proposal must be submitted. The required number of copies of the proposal must be received in the SOS Purchasing Department by 5:00 p.m. November 9, 2011. Failure to meet this condition shall result in disqualification of the proposal and the proposal shall receive no further consideration.

Photocopying is not available at SOS.

Additions or replacements to the proposal will not be accepted after 5:00 p.m. on November 9, 2011.

2.1.5 Notice of Intent to Submit a Proposal

All potential proposers must notify the SOS in writing of their intent to submit a proposal. This notice is included as Attachment A, and must be submitted by October 17, 2011, to SOS Purchasing Department. Failure to so notify SOS will disqualify the proposed vendor from submitting a proposal.

2.2 SCHEDULE / CRITICAL DATES

DATE	EVENT
October 3, 2011	Expected issuance of RFP and publication in the Electronic State Business Daily portion of the Texas Marketplace
October 17, 2011	Notice of Intent to submit a proposal is due in the SOS Purchasing Department at 5:00 p.m., local time, Austin, TX
October 24, 2011	Questions from Proposers due to SOS Purchasing Department
October 27, 2011	SOS responses to questions from proposers answered and posted to ESDB
November 9, 2011	Proposal is due in SOS Purchasing Dept. at 5:00 P.M., local time, Austin, TX
November 17, 2011	Proposals evaluated by SOS evaluation team
Dec. 5 - 12, 2011	Oral Presentations performed and evaluated by evaluation team
December 15, 2011	Contract award
January 4, 2012	Project start date
On or prior to February 6, 2012	Phase I completed
On or prior to October 5, 2012	Phase II completed
January 31, 2013	Ending date of contract

IT SHOULD BE NOTED THAT THE SECRETARY OF STATE MAY VARY ALL OF THESE DATES AS CONDITIONS REQUIRE.

2.3 QUESTIONS RECEIVED PRIOR TO PROPOSAL DUE DATE & TIME

The sole point of contact for all inquiries or any requests for additional information concerning this RFP shall be made via email to RFP#12111@sos.state.tx.us.

2.3.1 Requests for Additional Information

In order to assure that no prospective vendor may obtain a competitive advantage because of acquisition of information unknown to other prospective vendors, any additional information that is different from or in addition to, information provided in the RFP, will be provided only in response to written inquiries via e-mail as set forth in Section 2.3 of this RFP. All such inquiries and the written answers prior to the deadline for submission of the proposers' "Notice of Intent" to submit a proposal will be posted as an addendum to the RFP on the Electronic State Business Daily (ESBD) at <http://esbd.cpa.state.tx.us/>. After the deadline date for the Notice of Intent, only those proposers who successfully submitted a "Notice of Intent" will be issued any additional inquiries and corresponding answers.

It is the responsibility of interested parties to periodically check the ESBD for updates to the procurement prior to submitting a bid. The Respondent's failure to periodically check the ESBD will in no way release the selected vendor from "addenda or additional information" resulting in additional costs to meet the requirements of the RFP.

2.4 STANDARD PROPOSAL REQUIREMENTS

Proposals that address only part of the requirements contained in this RFP may be considered non-responsive. SOS reserves the right to reject any and all proposals and to negotiate portions thereof. The selected proposal may not necessarily be funded for the amounts indicated in any advertised scenario. The budget submitted by the proposed vendor is subject to negotiation by SOS. SOS reserves the right to select the proposal containing the best value to the state considering the outcomes desired as described herein. The proposed vendor shall furnish such additional information that SOS may reasonably require. SOS may, in order to obtain an acceptable definitive contract with the selected Proposer, modify the terms of this RFP through negotiations with respect to such definitive contract before the execution of such contract on terms that are mutually agreeable to both SOS and the selected Proposer.

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Responses to this RFP shall include all information as requested in this RFP. Each proposer is responsible for its own thorough understanding of the RFP, including all attachments related thereto. In addition, each proposer is solely responsible for its response and all documentation submitted. Proposers are cautioned to pay particular attention to the clarity and completeness of their response. The clarity and completeness of a response will be considered by the evaluation committee.

2.5 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

SOS will not be liable for any costs incurred in the preparation and submittal of a proposal, or costs associated with performing requested oral presentations.

2.6 CONFLICT OF INTEREST

Under Section 2155.003 of the TX Gov't Code, a SOS employee may not have an interest in, or in any manner be connected with a contract or bid for a purchase of goods or services by an agency of the state; or in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation.

Proposers represent and warrant that their provision of services or other performance under a Contract arising out of this RFO will not constitute an actual or potential conflict of interest and represent and warrant that it will not reasonably create even the appearance of impropriety. Proposer shall disclose any current or former employees who are current or former employees of the state, or any proposed personnel who are related to any current or former employees of the SOS.

Any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established in Section 1.2 of the State of Texas procurement manual which outlines the ethical standards required of public purchasers, employees, and vendors who interact with public purchasers in the conduct of state business. Entities who are interested in seeking business opportunities with the state must be mindful of these restrictions when interacting with public purchasers of SOS or purchasers of other state agencies. Proposers must disclose any potential or perceived conflicts of interest that could, directly or indirectly, be implicated by the performance of the requirements under this RFP prior to award and thereafter within five (5) days upon becoming aware of any such conflicts that may arise.

2.7 HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PLAN

Subcontracting opportunities are possible for the Contract arising out of this RFP and proposers are encouraged to subcontract with HUBs. HUBs are defined in Tex. Govt. Code, §2161.001. Proposers may choose to subcontract any portion or all of the services with HUBs.

All Proposers are required to submit a HUB Subcontracting Plan ("HSP") with their response to this RFP.

Proposers that fail to submit a HSP will be rejected for noncompliance with the advertised RFO specifications.

The HSP documents a vendor's good faith effort to award subcontracts to HUBs in accordance with the following percentages: 33% for other services contracts

The HSP will be incorporated into a contract arising out of this RFP, between SOS and the selected Proposer.

If a proposer is awarded a contract, it will be responsible for monthly Progress Assessment Reports filed by the 15th of each month for the previous period activities.

To assist the proposer in making a good faith effort, the SOS has identified the following opportunities as potential subcontracting opportunities under this RFP:

- Class: 915 Communications and Media Related Services
 - 915-04 Advertising, Outdoor Billboard, etc.
 - 914-14 Broadcasting Services, Radio
 - 915-15 Broadcasting Services, Television
 - 915-42 Film Production Services
 - 915-48 Graphic Arts Services (Not Printing)
 - 915-58 Mailing Services
 - 915-71 Newspaper and Publication Advertising
 - 915-73 Public Information Services
 - 915-72 Photography (Not Including Aerial Photography)
 - 915-74 Radio Commercial Production
 - 915-78 Television Commercial Production